

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CARPENTER TECHNOLOGY
CORPORATION, a corporation,

Plaintiff,

v.

OERLIKON METCO (US) INC., a
corporation, and JAMES H. RYAN,
an individual,

Defendants.

CIVIL ACTION NO. 17-2390

FILED

JUN 01 2017

KATE BARKMAN, Clerk
By _____ Dep. Clerk

PERMANENT INJUNCTION

AND NOW, this 1st day of JUNE, 2017, upon motion and agreement of
the parties:

IT IS HEREBY ORDERED AND DECREED THAT:

1. Within ten (10) days of the entry of this Permanent Injunction for James H. Ryan ("Ryan"), and within thirty five (35) days of the entry of this Permanent Injunction for Oerlikon Metco (US) Inc. ("Oerlikon"), Ryan and Oerlikon shall identify and return to Carpenter Technology Corporation ("Carpenter") all materials in their possession, custody or control taken from or prepared at Carpenter and concerning Carpenter's business, operations, products, customers, and/or accounts, including but not limited to, any documents, information or data in paper, electronic or other form, computer files, computer discs, USB and/or thumb drives, as well as any electronic or computerized storage or memory devices that hold such items.

2. To the extent the originals and all copies of the materials identified in Paragraph 1 cannot be returned, such as for documents stored on computer systems, Ryan and Oerlikon agree to identify and return a copy of all such materials pursuant to Paragraph 1, and to permanently

delete and destroy all remaining materials identified pursuant to Paragraph 1 of this Permanent Injunction, including, without limitation, deletion of any slack space, document fragments, and file clusters containing such materials.

3. Oerlikon will comply with the provisions of Paragraphs 1 and 2 of this Permanent Injunction, by conducting a reasonable investigation, including computer forensic analysis, and reporting within thirty-five (35) days of this Permanent Injunction to Carpenter the steps taken to investigate and materials described in Paragraph 1, if any, that were located. Any such materials described in Paragraph 1 that are located will be identified, returned and permanently deleted and destroyed in full compliance with Paragraphs 1 and 2.

4. Within fifteen (15) days of the entry of this Permanent Injunction, Ryan agrees to submit to a forensic review of his personal computer, personal flash drives, and personal cellular device, to be conducted by an independent computer analyst selected, retained, and paid by Carpenter. This forensic review will ensure the deletion of all materials that will be identified and returned pursuant to Paragraph 1 of this Permanent Injunction.

5. Ryan and Oerlikon are permanently restrained from using or disclosing any confidential or proprietary business information and/or trade secrets of Carpenter, including but not limited to those that are contained in any of the documents identified pursuant to Paragraph 1 of this Permanent Injunction.

6. (a) For a period of twelve (12) months from April 28, 2017, Ryan shall not either directly or indirectly, solicit or divert any Carpenter customer to any business or enterprise that is engaged in the research, development, manufacture, sale, marketing or distribution, of specialty alloys (including powdered alloy and metallurgy products) that are similar to or competitive with those manufactured by Carpenter.

(b) For a period of twelve (12) months from April 28, 2017, Ryan shall not directly or indirectly act as an employee, contractor, consultant, or in any other capacity, for any business or enterprise that is engaged in the research, development, manufacture, sale, marketing or distribution, of specialty alloys (including powdered alloy and metallurgy products) that are similar to or competitive with those manufactured by Carpenter, including Oerlikon.

7. This Permanent Injunction survives the dismissal of this lawsuit and remains in full force and effect thereafter.

8. The Court shall retain jurisdiction to enforce this Permanent Injunction, Order of Dismissal, and the Settlement Agreement entered into between Carpenter, Oerlikon, and Ryan.

A handwritten signature in black ink, appearing to read "Berle M. Schiller", written in a cursive style.

Senior Judge Berle M. Schiller